

INVITATION TO BID	CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION	RESPONSES MUST BE RECEIVED BY: 06/01/2022 11:00 AM CST
TITLE: M00060 Door Hardware and Repair for B. R. Raising Canes River Center		RETURN BID TO: PURCHASING DIVISION
FILE NO: 22-00060 REQ NO: 0060 AD DATES: 05/12/2022 & 05/19/2022		Mailing Address: PO Box 1471 Baton Rouge, LA 70821 Physical Address: 222 St. Louis Street 8 th Floor Room 826 Baton Rouge, LA 70802 **NOTE: U.S. Postal Regular & Expedited Mail do not deliver to our physical address; delays may occur due to City Parish Mailroom processing.
SHIP TO ADDRESS: Raising Canes River Center 275 South River Road Baton Rouge, LA 70802		Contact Regarding Inquiries: Purchasing Analyst : Mark W. White Telephone Number: 225-389-3259 x 3268 Email: mwhite@brla.gov
VENDOR NAME		MAILING ADDRESS
REMIT TO ADDRESS		CITY, STATE, ZIP
TELEPHONE NO.	FAX NO.	E-MAIL
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER		TITLE
AUTHORIZED SIGNATURE (REQUIRED)		PRINTED NAME

QUESTIONS TO BE COMPLETED BY VENDOR:

1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER
2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.
3. _____ STATE ENUMERATED ADDENDA RECEIVED (IF ANY)

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30

ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation. **Bid must be signed in the designated space above and by person authorized to sign for bidder.**

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

INSTRUCTIONS TO BIDDERS / TERMS & CONDITIONS - SEALED BIDS

Bidders are urged to promptly review the requirements of this specification and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. Bids are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive bids. Bidders should rely only on advertisements in the local newspaper, and should personally pick up bids and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
3. The bid number, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
4. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division at 222 St. Louis Street 8th Floor Room 826 Baton Rouge, LA 70802 on or before the specified bid opening date and time. **Late bids will not be considered under any circumstances.**
5. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
6. The City Parish specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, to accept the bid which is in the best interest of the City parish, and to reject all proposals if that is in the best interest of the City Parish.
7. Except for bids submitted through the www.centralbidding.com on-line bidding site, bids shall be accepted only on bid forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. Altered or incomplete bids (including non-acknowledgement of addenda issued, if any), or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection.
8. All bids must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
9. All bids must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
10. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
11. Detailed factory specifications, illustrative literature and any deviations should be submitted with bid as required by the specifications or on the bid form. Representative samples shall be submitted upon request, if appropriate.
12. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the City to evaluate quality, suitability, and compliance with the specifications in the solicitation.

13. Written addenda issued prior to bid opening which modifies the bid shall become a part of the bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method. Failure to acknowledge receipt of addenda (if any) shall render the bid non-responsive and subject to rejection.
14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor. Late deliveries or unsatisfactory performance may be cause to cancel the Purchase Order or contract.
17. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
18. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are excluded from state and local taxes.
19. Acceptance of award by vendor, either in writing or by shipment of any article described herein, shall effectuate a contract between City - Parish and vendor for the materials described herein, and no additional conditions or amendments shall have any effect unless approved in writing by City - Parish.
20. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Information pertaining to completed files may be secured by visiting the EBR City Parish Purchasing office during normal working hours.
21. The City - Parish is an equal opportunity employer, and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation.
22. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

YES ____ NO _____. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
23. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

24. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
25. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
26. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).
- A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.
27. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
28. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://city.brla.gov/dept/purchase/bidresults.asp>.
29. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
30. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
31. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

32. The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF>.

Additional information regarding how to do business with EBR City-Parish is available at: <https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

Note: Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

Important! - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.

FEDERAL CLAUSES, IF APPLICABLE

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

ADDITIONAL REQUIREMENTS FOR THIS BID

- The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.
- If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications in accordance with the requirements included elsewhere in this document.
- Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.
- The City-Parish reserves the right to cancel this agreement with thirty (30) days written notice.
- **Termination for Cause:**
The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default.
- **Termination for Convenience:**
The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.
- **Termination for Non-Appropriation Clause:**
Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.
- **SDSs SHOULD BE SUBMITTED WITH BID OR WITHIN FIVE (5) DAYS OF REQUEST FROM PURCHASING OFFICE– FAILURE TO PROVIDE WILL DEEM YOUR BID AS NON-RESPONSIVE:**
All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Additionally, Contractor must submit product labels, safety data sheets (SDS) (formerly material safety data sheets) and EPA registry number to the agency prior to work commencing. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause to the contract being canceled.
- **Ethics:**
Vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract. As such, vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish.
- **Mandatory Pre-Bid Conference and Mandatory Job Site Visits:**
Failure to attend pre-bid conference and job site visits will cause your bid to be deemed

non-responsive.

- **EXAMINATION OF PLANS, SPECIFICATION, SPECIAL PROVISIONS AND SITE OF WORK:**

Before preparing his bid, each bidder is expected to make a field examination of the proposed work and to fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under this contract. Bidders should thoroughly examine and be familiar with the Plans, Specifications and Contract Documents.

Submission of a bid shall be considered prima facie evidence that the bidder has made such an examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, project specifications and documents.

- **Force Majeure:** In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations of the *[name of payer]* to make the payments required under the terms hereof, or to comply with Section *[number of section]* or *[number of section]* hereof), as far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts, or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though such existing or impending strikes, lockouts, and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.

The City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, is offering teleconference and in-person attendance by vendors for public bid openings for bids published by our office.

Any vendor who would like to listen to the opening of this bid can access the following link, at the date and time of this bid opening:

Join by phone

+1-408-418-9388 United States Toll

Access code: 263 373 080 (followed by the # button)

Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):

United States Toll (Boston) +1-617-315-0704

United States Toll (Chicago) +1-312-535-8110

United States Toll (Dallas) +1-469-210-7159

United States Toll (Denver) +1-720-650-7664

United States Toll (Jacksonville) +1-904-900-2303

United States Toll (Los Angeles) +1-213-306-3065

This link will provide you with live audio access to this bid opening. The link will be live at the noted bid opening time for the date of bid opening.

All other terms & conditions remain unchanged.

Mandatory Pre-bid Conference & Mandatory Job Site Visit

Mandatory Pre-Bid Conference:

When: **May 20, 2022**
Time: **9:00 A.M.**
Location: Raising Cane's River Center
275 South River Road
Baton Rouge, LA. 70807

Contact: **Mark White** (for directions and concerning Pre-Bid Conference/Job Site
Visits only)
Phone: 225-389-3259, ext. 3268

Mandatory Job Site Visit:

The mandatory job site visit will begin immediately following the pre-bid conference on **May 20, 2022. Only companies represented at the pre-bid conference and job site visit shall be considered for award through this Invitation to Bid.**

Vendor sign-in forms must be signed before leaving facility. It will be the responsibility of the bidder to ensure that a representative from their company signs the attendance sheets at pre-bid conference and at job site visit location. Failure to attend pre-bid conference and mandatory job site visit will cause your bid to be deemed non-responsive.

All parties interested in this bid must be present and signed into pre-bid conference no later than 9:05 A.M. to be considered eligible for award of this contract.

Questions regarding the pre-bid conference or job site visit may be directed to Mark White at (225) 389-3259.

*

Inquiry Period:

All inquiries shall be received by 5:00 p.m. on May 23, 2022.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. ***Without exception, ALL questions MUST be in writing and reference the bid number*** (even if an answer has already been given to an oral question during the pre-bid conference or job site visit.)

Inquiries are to be directed as follows:

Hand Delivered, Courier, Delivery by United States Postal Services, E-mail or Fax

Mark W White, Purchasing Analyst
City-Parish Purchasing Department
222 St. Louis Street, Room 826
Baton Rouge, LA 70802

By email: mwhite@brla.gov

FAX: 225-389-4841

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-

Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Products-Comp/Op Agg	\$ 1,000,000
Personal & Adv Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Business Auto Policy
Any Auto, or Owned, Combined Single Limit
Non-Owned & Mired \$ 300,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

E. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
Post Office Box 1471
Baton Rouge, Louisiana 70821

On-Site Visit / Inspection Form

I, _____, with (Company) _____
have made an on-site visit to the Raising Cane's River Center Property in Baton Rouge, Louisiana and made a complete inspection of the area indicated as the project limits in the Construction Documents and understand all Requirements to perform the specifications of Bid M00060

Bidder: _____ Date: _____

Raising Cane's Representative: _____ Date: _____

NOTE: This must be completed, signed, and returned with bid.

Specifications
M00060 DOOR HARDWARE AND REPAIR FOR B.R. RAISING CANES RIVER CENTER

REQUIREMENTS FOR THIS QUOTE

All contractors bidding on this work shall comply with all provisions of State Licensing Law for Contractor, RS 37:2150-2192, as amended, for all public contracts. It shall also be the responsibility of the General Contractor to assure that all subcontractors comply with this law. When bidding, Contractors must hold an active specialty license in Doors, Door Frames, Door Hardware, and Operable Walls or Building Construction issued by the Louisiana State Licensing Board for Contractors and must provide their license number in the space below.

License#: _____

In accordance with RS 37:2150-2192, on any bid for a commercial project submitted in the amount of fifty thousand dollars (\$50,000) or more, for Doors, Door Frames, Door Hardware, and Operable Walls or Building Construction, or ten thousand dollars (\$10,000) or more for Plumbing, Electrical or Mechanical, the contractor shall certify licensure under R.S. 37:2150-2192 and show the license number where indicated.

1. Contractor, and any sub-contractor, shall comply with all applicable laws, obtain all permits and possess all licenses required in connection with work hereunder.
2. Contractor shall indemnify City-Parish against any and all liens for which City-Parish owned property may become liable as a result of Contractors work hereunder.
3. Before issuance of final payment, the Contractor may be required to submit evidence satisfactory to the City-Parish that all payrolls, material bills, and other indebtedness connected with the work have been paid or otherwise satisfied.
4. All material and workmanship, as applicable, shall be guaranteed for a minimum of one (1) year, unless provided otherwise by the specification or proposal form. Such guarantee shall include all labor and materials needed to replace any defective workmanship or materials within the guarantee period.
5. Before this contract is acceptable and complete, successful bidder shall clean up and remove from the premise all debris resulting from his work, and shall see to it that all the items furnished are left in good order, clean and properly installed.
6. Quotes: unless otherwise specified, a lump sum quote is requested for each door listed for repair in the specifications.
7. Permits, Licenses and Laws: The contractor shall furnish all necessary permits, licenses, and certificates and comply with all laws or ordinances applicable to the locality of the building site and the State of Louisiana.
8. The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees or agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City-Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City-Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor, or Contractor's officers, employees, agents or subcontractors.
9. Contractor shall furnish insurance as required on the attached sheet.

NOTICE TO BIDDERS

1. This is not an order. It is a request for prices.
2. Prices shall be firm for 60 days unless otherwise stated.
3. Exclude all Federal, state and local taxes on quotes for materials, supplies, equipment, etc.
4. Price must be F.O.B. Baton Rouge, final destination unless otherwise stated.
5. Terms: Net 30 unless otherwise stated.
6. If billing address is different, please indicate.
7. Return this form "NB" if unable to quote
8. Faxed quotes are NOT acceptable.
9. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired, an equivalent product may be offered unless the item is designated "No Substitute". The Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
10. If bidding "or equivalent", illustrations, specifications and descriptive literature should be submitted with quote. Samples shall be submitted upon request, if appropriate.
11. It is the City-Parish's intent to obtain fair and competitive quotations. However, the City-Parish specifically reserves the right to evaluate quotations, waive irregularities or informalities not affecting price or quality, award items separately, grouped or on an all or none basis, to accept the quotation which is in the best interest of the City Parish, and to reject all quotations if that is in the best interest of the City-Parish.

ADDITIONAL INSTRUCTIONS FOR LABOR QUOTATIONS

1. Contractor must obtain all permits required and possess all license required for the work.
2. Contractor must furnish insurance as shown on attached sheet prior to issuance of purchase order
3. Contractor shall indemnify and hold harmless against any and all liens for which City-Parish property may become liable as a result of Contractor's work hereunder.
4. The City-Parish is exempt from all State and Local sales/use taxes on direct purchases.
5. Before issuance of final payment, the Contractor may be required to submit evidence satisfactory to the City-Parish that all payrolls, material bills, and other indebtedness connected with the work have been paid or otherwise satisfied.
6. All material and workmanship shall be guaranteed for a minimum of one (1) year. Such guarantee shall include all labor and materials needed to replace any defective workmanship or materials within the guarantee period.
7. The City-Parish is an equal opportunity employer.
8. Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all records of the Contractor relating to his performance under this contract.

TECHNICAL SPECIFICATIONS

This specification covers the remediation of the structure(s) located at addresses specified on the proposal form. The Contractor shall furnish all necessary labor, tools, equipment and insurance to accomplish the work as specified herein and in the Instructions to Bidders.

PERMITS, LICENSES AND AUTHORITY TO BEGIN WORK

The following criteria must be met before the Contractor begins work:

1. Obtain all permits and licenses and pay all fees.
2. Give all notices required for the lawful demolition and/or removal of the structures and appurtenances.
3. Develop maintenance schedule with the River Center and receive notice to proceed.
4. The work is to be done under the supervision of the River Center, and all questions are to be directed to the River Center. A final inspection will be made prior to the payment being authorized.

PROJECT CONDITIONS:

1. All work must be coordinated with City-Parish personnel.
2. It is the responsibility of the contractor to insure the proper environment necessary for the successful completion of the project.
3. The contractor shall be responsible for providing lifts/scaffolds, if necessary, for all work.
4. The contractor, its subcontractors, and all their employees shall be subject to and shall at all times conform with all rules, regulations, policies and procedures pertaining to working on City-Parish property. Any violations or disregard for rules, regulations, or policies may be cause for immediate termination.
5. All personal packages brought onto and/or removed from the River Center location may be subject to inspection. Firearms and/or explosives shall **NOT** be brought onto the property. **VIOLATORS WILL BE PROSECUTED.**
6. The project shall be completed within a three-week time frame from the start of the project. Extensions to contract length must be requested from and only granted by authorized River Center personnel.
7. Before this contract is acceptable and complete, contractor shall clean up and remove from the premises all debris resulting from work.
8. Contractor shall warranty all materials and labor for a period of one (1) year from the date of final acceptance.

SCOPE OF WORK

- The scope of work shall include the refitting, replacement, readjustment or otherwise repair of specified doors (see attached door list and site map).
- Doors should be returned to their operable and securable capabilities, including handicapping motorization, in some cases.
- Manufacturer replacement parts should be used (Von Duprin, Kawneer, Assa, Abloy, Yale, etc.)
- Parts include, but not limited to: door closures, mullions, openers, swingers, and covers.
- Bid process to include walkthrough of entire facility; see attached mandatory site visit form.

During the walkthrough please note the location of each door to be serviced and keep track of the parts and maintenance that you may propose is needed.

NOTE: Existing electrified/auto operators/handicap buttons, etc. are currently not in working order. Vendor will go through and determine if additional parts are needed to repair or if they need full replacement. Vendor should check doors during walkthrough.

The following is a list of the 37 doors that need service and what services are suggested.

DOOR #1: A DOWN LOBBY DOOR

1 ea. Adjust hinges and closer to prevent door from rubbing

DOOR #2: A103

1 ea. Demo existing VD exit device

1 ea. VD 35A rim exit device x 10B with cylinder dogging (re-use cylinder)- LHR

DOOR #3: A145- MULLION NOT ANCHORED TO CONCRETE

1 ea. Remove mullion

1 ea. Re-anchor to concrete

1 ea. Adjust doors as needed

DOOR #4: L101

1 ea. Demo existing mullion

1 ea. VD 5754 8'2" mullion x 10B

DOOR #5: L104 (LHR DOOR)

1 ea. Demo existing exit device

1 ea. VD 35A rim exit device x 10B with cylinder dogging (re-use cylinder)

1 ea. Re-anchor mullion

DOOR #6: G235HANDICAP ASF PAIR

Note: Pair has 2 ea. Falcon ELR/CVR exit devices and Horton motor operator.

*Vendor is to troubleshoot doors/operator to determine if it can be repaired or needs replacing.

DOOR #7: G233 (LHR DOOR OF PAIR)

1 ea. Demo existing Falcon CVR exit device

1 ea. Falcon 4' CVR exit device with extensions

DOOR #8: G230 (PAIR)

1 ea. 15" stainless offset pull

1 ea. Demo existing LCN overhead concealed closer

1 ea. LCN 5030 overhead concealed closer x LH/RHR

DOOR #9: G220 PAIR (HANDICAP PAIR)

* Vendor is to troubleshoot auto operator, exit devices & handicap push buttons to determine if they can be repaired or need replacing.

DOOR #10: A2125 (PAIR)

1 ea. Demo existing mullion

1 ea. VD 5754 8'2" mullion x 10B

DOOR #11: A2127 (PAIR)

- 1 ea. Demo exit device on RHR door
- 1 ea. VD 35A 3' rim exit device with cylinder dogging (re-use cylinder)
- 1 ea. Adjust hinges

DOOR #12: A208

- 1 ea. Set of mullion stabilizers x 10B

DOOR #13: A205 LHR DOOR

- 1 ea. Demo existing exit device
- 1 ea. VD 35A 3' rim exit device with cylinder dogging (re-use cylinder)
- 1 ea. Set of mullion stabilizers
- 1 ea. Tighten/anchor mullion

DOOR #14: A202/A201 (PAIR)

- 1 ea. Demo existing mullion
- 1 ea. VD 5754 8'2" mullion x 10B
- 1 ea. Set of mullion stabilizers x 10B
- 1 ea. LCN 4040 XP dark bronze closer on RHR door

DOOR #15: A246 RHR DOOR

- 1 ea. LCN 4040 XP dark bronze closer
- 1 ea. LCN 4040 dark bronze drop plate

DOOR #16: A245 PAIR (LHR DOOR)

- 1 ea. Demo existing exit device
- 1 ea. VD 35A 3' rim exit device with cylinder dogging (re-use cylinder)

DOOR #17: A244/A243

Note: Doors dragging on ½" threshold

- 1 ea. Demo existing threshold
- 1 ea. 72" x ¼" dark bronze threshold

DOOR #18: A242 RHR DOOR

- 1 ea. Demo existing exit device
- 1 ea. VD 35A 3' rim exit device with cylinder dogging (re-use cylinder)

DOOR #19: A239 (PAIR)

- 1 ea. Adjust closers to latch properly

DOOR #20: A237 & A238

- 2 ea. Adjust closers to latch properly

DOOR #21: A236 & A235

- 1 ea. Demo existing threshold and wing pull trim on RHR door
- 1 ea. 72" x ¼" outswing threshold x 10B
- 1 ea. VD wing pull on RHR door x US10B

DOOR #22: A232/A231

- 1 ea. Demo existing mullion
- 1 ea. VD 5754 8'2" mullion x 10B
- 1 ea. Set of mullion stabilizers x 10B

DOOR #23: A234/A233

- 2 ea. Shim strikes on mullion

DOOR #24: A230/A229

- 1 ea. Demo existing mullion and exit devices
- 1 ea. VD 5754 8'2" mullion x 10B
- 2 ea. VD 35A 3' rim exit devices with cylinder dogging
- 1 ea. Set of mullion stabilizers x 10B

DOOR #25: B243/B244

- 1 ea. Re-anchor mullion
- 1 ea. Adjust power/latch on closers

DOOR #26: B249/B250

- 1 ea. Demo existing threshold and mullion
- 1 ea. 72" x 1/4" outswing threshold x 10B
- 1 ea. VD 5754 8'2" mullion x 10B
- 1 ea. Set of mullion stabilizers x 10B

DOOR #27: B251/B252

- 1 ea. Demo existing mullion
- 1 ea. VD 5754 8'2" mullion x 10B
- 2 ea. Adjust closers
- 1 ea. Set of mullion stabilizers x 10B

DOOR #28: B253/B254 (PAIR)

- 1 ea. Demo existing mullion and closer
- 1 ea. VD 5754 8'2" mullion x 10B
- 1 ea. LCN 4040 XP dark bronze closer
- 1 ea. LCN 4040 drop plate
- 1 ea. Set of mullion stabilizers x 10B

DOOR #29: E1104

- 1 ea. Replace closer cover (LCN 4040 XP x dark bronze)

DOOR #30: 1103 LHR DOOR

- 1 ea. Adjust bottom rod on CVR exit device
- * Door is currently locked shut because rods are not connected

DOOR #31: E176/E175 (HANDICAP PAIR)

- 1 ea. Auto operator with Falcon CVR ELR exits- 8' doors
- * Vendor is to troubleshoot doors/operator to determine if it can be repaired or needs replacing

DOOR #32: E173/E174

- 1 ea. Demo existing Falcon CVR exit devices x 8'
- 2 ea. Falcon 1690 CVR exit devices for 8' doors

DOOR #33: E144/E143 (HANDICAP PAIR)

- 2 ea. Falcon ELR CVR exit devices- 8' doors
- * Vendor is to troubleshoot to determine if it can be repaired or needs replacing

DOOR #34: E142/E141

- 2 ea. Demo existing Falcon CVR exit devices
- 2 ea. Falcon CVR exit devices for 8' doors

DOOR #35: E140/E139

- 2 ea. Falcon ELR CVR exit devices- 8' doors
- * Vendor is to troubleshoot to determine if it can be repaired or needs replacing.

DOOR #36: E138

- 1 ea. Demo existing CVR exit device on RHR door
- 1 ea. Falcon CVR exit device with rod extensions- RHR

DOOR #37:E134/E133 (HANDICAP PAIR)

- 2 ea. Demo existing Falcon CVR exit devices
- 2 ea. Falcon CVR exit devices for 8' doors- LHR/RHR
- 1 ea. Troubleshoot Beasom auto operator

PRICING SCHEDULE

M00060 DOOR HARDWARE AND REPAIR FOR B.R. RAISING CANES RIVER CENTER

Each line item is for a turnkey price containing parts and labor to repair that item.

The brand and model used in this specification is used only to denote the general style, type, character and quality standard of the supplies requested. Please note the brand and model that you are bidding in the designated spaces provided on the following deviations pages. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	Extended Price
0001	SERVICE DOOR 1 : A DOWN LOBBY DOOR	1	EACH	\$_____	\$_____
0002	SERVICE DOOR 2: A103	1	EACH	\$_____	\$_____
0003	SERVICE DOOR 3: A145-MULLION NOT ANCHORED TO CONCRETE	1	EACH	\$_____	\$_____
0004	SERVICE DOOR 4: L101	1	EACH	\$_____	\$_____
0005	SERVICE DOOR 5: L104 (LHR DOOR)	1	EACH	\$_____	\$_____
0006	SERVICE DOOR 6: G235HANDICAP ASF PAIR	1	EACH	\$_____	\$_____
0007	SERVICE DOOR 7: G233 (LHR DOOR OF PAIR)	1	EACH	\$_____	\$_____
0008	SERVICE DOOR 8: G230 (PAIR)	1	EACH	\$_____	\$_____
0009	SERVICE DOOR 9: G220 PAIR (HANDICAP PAIR)	1	EACH	\$_____	\$_____
0010	SERVICE DOOR 10: A2125 (PAIR)	1	EACH	\$_____	\$_____
0011	SERVICE DOOR 11: A2127 (PAIR)	1	EACH	\$_____	\$_____
0012	SERVICE DOOR 12: A208	1	EACH	\$_____	\$_____
0013	SERVICE DOOR 13: A205 LHR DOOR	1	EACH	\$_____	\$_____

0014	SERVICE DOOR 14: A202 / A201 (PAIR)	1	EACH	\$ _____	\$ _____
0015	SERVICE DOOR 15: A246 RHR DOOR	1	EACH	\$ _____	\$ _____
0016	SERVICE DOOR 16: A245 PAIR (LHR DOOR)	1	EACH	\$ _____	\$ _____
0017	SERVICE DOOR 17: A244 / A243	1	EACH	\$ _____	\$ _____
0018	SERVICE DOOR 18: A242 RHR DOOR	1	EACH	\$ _____	\$ _____
0019	SERVICE DOOR 19: A239 (PAIR)	1	EACH	\$ _____	\$ _____
0020	SERVICE DOOR 20: A237 & A238	1	EACH	\$ _____	\$ _____
0021	SERVICE DOOR 21: A236 & A235	1	EACH	\$ _____	\$ _____
0022	SERVICE DOOR 22: A232 / A231	1	EACH	\$ _____	\$ _____
0023	SERVICE DOOR 23: A234 / A233	1	EACH	\$ _____	\$ _____
0024	SERVICE DOOR 24: A230 / A229	1	EACH	\$ _____	\$ _____
0025	SERVICE DOOR 25: B243 / B244	1	EACH	\$ _____	\$ _____
0026	SERVICE DOOR 26: B249 / B250	1	EACH	\$ _____	\$ _____
0027	SERVICE DOOR 27: B251 / B252	1	EACH	\$ _____	\$ _____
0028	SERVICE DOOR 28: B253 / B254 (PAIR)	1	EACH	\$ _____	\$ _____
0029	SERVICE DOOR 29: E1104	1	EACH	\$ _____	\$ _____
0030	SERVICE DOOR 30: 1103 LHR DOOR	1	EACH	\$ _____	\$ _____
0031	SERVICE DOOR 31: E176 / E175 (HANDICAP PAIR)	1	EACH	\$ _____	\$ _____

0032	SERVICE DOOR 32: E173 / E174	1	EACH	\$_____	\$_____
0033	SERVICE DOOR 33: E144 / E143 (HANDICAP PAIR)	1	EACH	\$_____	\$_____
0034	SERVICE DOOR 34: E142 / E141	1	EACH	\$_____	\$_____
0035	SERVICE DOOR 35: E140 / E139	1	EACH	\$_____	\$_____
0036	SERVICE DOOR 36: E138	1	EACH	\$_____	\$_____
0037	SERVICE DOOR 37: E134 / E133 (HANDICAP PAIR)	1	EACH	\$_____	\$_____

NOTE: All prices shall include all supplies, fuel charges and any other fees that may relate to the delivery of these products.

Each line item is for a turnkey price containing parts and labor to repair that item.

All applicable chemicals, and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws.

**BIDDER'S ORGANIZATION
BIDDER IS:**

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

**IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED
WITH BID**

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this _____ day of _____, 20 ____ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the ____ day of _____, 20 ____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This ____ day of _____, 20 ____.

SECRETARY